

**SETTLEMENT AGREEMENT BETWEEN THE STATE BOARD OF
REGISTRATION FOR THE HEALING ARTS AND RALPH MEEHAN, JR.**

Ralph Meehan, Jr., D.O., ("Licensee") and the State Board of Registration for the Healing Arts (the "Board") enter into this Agreement for the purpose of resolving the question of whether Dr. Meehan's license as an osteopathic physician and surgeon will be subject to discipline. Licensee and the Board jointly stipulate and agree that a final disposition of this matter may be effectuated as described below pursuant to §621.045, RSMo 2000.

1. Licensee acknowledges that he understands the various rights and privileges afforded by law, including the right to a hearing of the charges against Licensee; the right to appear and be represented by legal counsel; the right to have all charges against Licensee proven upon the record by competent and substantial evidence; the right to cross-examine any witness appearing at the hearing against Licensee; the right to present evidence on Licensee's own behalf; the right to a decision based upon the record by a fair and impartial administrative hearing commissioner concerning the charges pending against Licensee; and subsequently, the right to a disciplinary hearing before the Board at which time evidence may be presented in mitigation of discipline. Having been advised of these rights provided Licensee by operation of law, Licensee knowingly and voluntarily waives each and every one of these rights and freely enters into this Agreement and agrees to abide by the terms of this document as they pertain to Licensee.

2. Licensee acknowledges that he may, at the time this Agreement is effective or within fifteen days thereafter, submit this Agreement to the Administrative Hearing

Commission for determination that the facts agreed to by the parties constitute grounds for discipline of Licensee's license.

3. Licensee acknowledges that he has been informed of his right to consult legal counsel in this matter.

4. Licensee hereby waives and releases the Board, its members and any of its employees, agents, or attorneys, including any former Board members, employees, agents, and attorneys, of, or from, any liability, claim, actions, causes of action, fees, costs and expenses, and compensation, including any claims pursuant to §536.087, RSMo 2000, or any claim arising under 42 U.S.C. 1983, which may be based upon, arise out of, or relate to any of the matters raised in this case or this Agreement, or from the negotiation or execution of this Agreement. The parties acknowledge that this paragraph is severable from the remaining portions of this Agreement in that it survives in perpetuity even in the event that any court of law deems this Agreement, or any portion thereof, void or unenforceable.

5. The parties stipulate and agree that the disciplinary order agreed to by the Board and Licensee in Part II herein is based only on the Agreement set out in Part I herein. Licensee understands that the Board may take further disciplinary action against Licensee based on facts or conduct not specifically mentioned in this document that are either now known to the Board or may be discovered.

6. Licensee understands and agrees that the Missouri State Board of Registration for the Healing Arts will maintain this Agreement as an open record of the Board as required by Chapters 334, 610, 620, and 621, RSMo, as amended.

I.

Based upon the foregoing, Board and Licensee herein jointly stipulate to the following:

JOINT FINDINGS OF FACT

1. The Board is an agency of the state of Missouri created and established pursuant to section 334.120, RSMo 2000, for the purpose of enforcing the provisions of Chapter 334, by registering, licensing and supervising all physicians and surgeons.

2. Ralph Meehan, Jr., D.O. was licensed by the Board as an osteopathic physician and surgeon, License No. 106600. Licensee's license was current and active at all times relevant herein, but is now expired.

3. Licensee practices osteopathic medicine at offices in Siloam Springs, Arkansas.

4. On or about August 18, 2000, the Arkansas State Medical Board issued an Order regarding Meehan's License ("Order") whereby his license was suspended for two (2) years, effective September 25, 2000. The suspension was stayed and shall remain stayed so long as Meehan complies with the Order. The terms and conditions of the Order include:

- a. Enroll and complete a course of CME concerning pain medication at Vanderbilt University and provide the Board with proof of completion;
- b. Surrender his DEA permit to the Drug Enforcement Administration and may not reapply for same for a period of six months and after seeking and obtaining approval from the Board;
- c. Pay the Board the costs of investigation and hearing of \$3,519.00;
- d. Comply with the Arkansas Medical Practice Act and the Rule and Regulations of the Board;
- e. Visit the Board to show compliance and the quality of his practice at such time as the Board may so desire.

5. The Arkansas State Medical Board disciplined Meehan's license for gross negligence and excessive prescribing of controlled medications to patients in violation of Board Regulations.

JOINT CONCLUSIONS OF LAW

1. Licensee's conduct is in violation of, and cause exists to discipline Licensee's osteopathic license pursuant to Section 334.100.2(8) and (23), RSMo 2000, which states in pertinent part:

2. "The Board may cause a complaint to be filed with the Administrative Hearing Commission as provided by chapter 621, RSMo, against any holder of any certificate of registration or authority, permit or license required by this chapter or any person who has failed to renew or has surrendered the person's certificate of registration or authority, permit or license for any one or any combination of the following causes:"

* * *

8. "Revocation, suspension, restriction, modification, limitation, reprimand, warning, censure, probation or other final disciplinary action against the holder of or application for a license or other right to practice any profession regulated by this chapter by another state, territory, federal agency or country whether or not voluntarily agreed to by the licensee or applicant, including, but not limited to, the denial of licensure, surrender of the license, allowing the license to expire or lapse, or discontinuing or limiting the practice of medicine while subject to an investigation or while actually under investigation by any licensing authority, medical facility, branch of the armed forces of the United States of America, insurance company, court, agency of the state or federal government, or employer."

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23. "Revocation, suspension, limitation or restriction of any kind whatsoever of any controlled substance authority, whether agreed to voluntarily or not."

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II.

JOINT AGREED DISCIPLINARY ORDER

Based upon the foregoing, the parties mutually agree and stipulate that the following shall constitute the disciplinary order entered by the Board in this matter under the authority of § 621.045.3, RSMo 2000.

1. Licensee's Missouri osteopathic physician and surgeon's license, License No. 106600, shall be SUSPENDED for a period of two (2) years ("Missouri disciplinary period"), with suspension stayed, provided Licensee adheres to all terms and conditions of the Arkansas Order and this settlement agreement. During the Missouri disciplinary period, Licensee shall timely renew his license, timely pay all fees required for licensure and comply with all other Board requirements necessary to maintain his license in a current and active state. The Missouri disciplinary period shall run concurrently with the Arkansas Order and upon expiration of the Arkansas Order, the Missouri disciplinary period shall also expire.

2. During the Missouri disciplinary period, Licensee shall comply with all terms and conditions imposed by the Arkansas State Medical Board Order, until expiration of such Order, and all rules and regulations of the Arkansas State Medical Board.

3. During the Missouri disciplinary period, Licensee shall comply with all provisions of Chapters 334 and 195, RSMo; all the regulations of the Board; all applicable federal and state drug laws, rules, and regulations; and all federal and state laws. State here includes all states and territories of the United States.

4. During the Missouri disciplinary period, Licensee shall keep the Board informed of Licensee's current work and home telephone numbers and addresses. Licensee shall notify the Board in writing within ten (10) days of any change in this information.

5. During the Missouri disciplinary period, Licensee shall timely renew his license and timely pay all fees required for licensing and comply with all other Board requirements necessary to maintain Licensee's license in a current and active state.

6. During the Missouri disciplinary period, Licensee shall accept and comply with unannounced visits from the Board's representatives to monitor his compliance with the terms and conditions of this disciplinary Agreement.

7. During the Missouri disciplinary period, Licensee shall appear in person for interviews with the Board or its designee upon request.

8. Licensee shall notify, in writing, the medical licensing authorities of the jurisdiction in which he is residing or practicing, by no later than the fifteenth (15) day after the beginning of the disciplinary period, of Licensee's disciplinary status in Missouri. Licensee shall forward a copy of this written notice to the Board contemporaneously with sending it to the relevant licensing authority.

9. Licensee shall notify, within fifteen (15) days of the effective date of this Agreement, all hospitals, nursing homes, out-patient centers, surgical centers, clinics, and all other facilities where Licensee practices or has privileges of Licensee's disciplinary status. Notification shall be in writing and Licensee shall, contemporaneously with the giving of such notice, submit a copy of the notice to the Board for verification by the Board or its designated representative.

10. For purposes of this Agreement, unless otherwise specified in this Agreement, all reports, documentation, evaluations, notices, or other materials required to be submitted to the Board in this Agreement shall be forwarded to the State Board of Registration for the Healing Arts, Attention: Investigations, P.O. Box 4, Jefferson City, Missouri 65102.

11. In the event the Missouri State Board of Registration for the Healing Arts determines that Licensee has violated any term or condition of this Agreement, the Board may in its discretion, vacate this Agreement and impose such further discipline as the Board shall deem appropriate.

12. This Agreement does not bind the Board or restrict the remedies available to it concerning any other violation of Chapter 334, RSMo, by Licensee not specifically mentioned in this document.

13. Upon the expiration of the Missouri disciplinary period, Licensee's license shall be fully restored if all requirements of law have been satisfied; provided however, that in the event the State Board of Registration for the Healing Arts determines that Licensee has violated any term or condition of this Agreement, the Board may in its discretion, vacate this Agreement and impose such further discipline as the Board shall deem appropriate.

14. No additional order shall be entered by this Board pursuant to the preceding paragraph of this Agreement without notice and an opportunity for hearing before this Board as a contested case in accordance with the provisions of Chapter 536, RSMo. If any alleged violation of this Agreement occurred during the disciplinary period, the parties agree that the

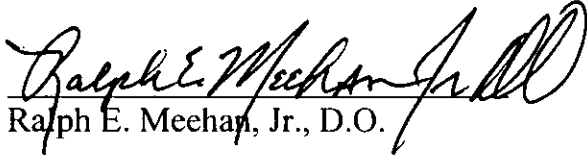
Board may choose to conduct a hearing before it either during the disciplinary period, or as soon thereafter as a hearing can be held, to determine whether a violation occurred and, if so, may impose further disciplinary action. Licensee agrees and stipulates that the Board has continuing jurisdiction to hold a hearing to determine if a violation of this Agreement has occurred.

15. If the Board determines that the Licensee has violated a term or condition of the Missouri disciplinary period which violation would also be actionable in a proceeding before the Administrative Hearing Commission or in the circuit court, the Board may elect to pursue any lawful remedies afforded it and is not bound by this Agreement in its election of remedies concerning that violation.

16. Licensee hereby waives and releases the Board, its members and any of its employees, agents, or attorneys, including any former Board members, employees, agents, and attorneys, of, or from, any liability, claim, actions, causes of action, fees costs and expenses, and compensation, including, but not limited to any claims for attorneys fees and expenses, including any claims pursuant to §536.087, RSMo, or any claim arising under 42 USC 1983, which may be based upon, arise out of, or relate to any of the matters raised in this agreement, or from the negotiation or execution of this agreement. The parties acknowledge that this paragraph is severable from the remaining portions of this agreement in that it survives in perpetuity even in the event that any court of law deems this agreement or any portion thereof void or unenforceable.

17. In consideration of the foregoing, the parties consent to the termination of any further proceedings based upon the facts set forth herein.

LICENSEE


Ralph E. Meehan, Jr., D.O.

BOARD

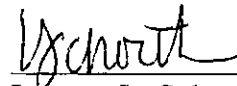

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Executive Director

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Date 5/20/02

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